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2  
3 BILL NO. S-77-12-17

4 SPECIAL ORDINANCE NO. S- 289-77

5 AN ORDINANCE approving a contract with  
6 Continental Construction Company, Inc.,  
7 for Improvement Resolution No. 5775-77 -  
8 East Central Impact Area, Phase II.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
10 FORT WAYNE, INDIANA:

11 SECTION 1. That the contract dated December 5, 1977,  
12 between the City of Fort Wayne, by and through its Mayor and  
13 the Board of Public Works and Continental Construction Company,  
14 Inc., for:

15 Resolution No. 5775-1977: To improve the curb  
16 and sidewalk on Summit Street from east property  
17 line of Cedar St. to the east property line of  
18 Division St. (both sides), Division St. from the  
19 north property line of Lewis St. to the north  
20 property line of Oak St. (both sides), and Harmar  
21 St. from the north property line of Lewis St. to  
22 the south property line of Madison St. (both sides).  
23 EAST CENTRAL IMPACT AREA, PHASE II.

24 for a total cost of \$115,121.00, all as more particularly set  
25 forth in said contract which is on file in the Office of the  
26 Board of Public Works and is by reference incorporated herein,  
27 made a part hereof and is hereby in all things ratified, con-  
28 firmed and approved.

29 SECTION 2. This Ordinance shall be in full force and  
30 effect from and after its passage and approval by the Mayor.

31  
32  
33  
34  
35  
  
\_\_\_\_\_  
Councilman

APPROVED AS TO FORM  
AND LEGALITY.

  
\_\_\_\_\_  
CITY ATTORNEY

Read the first time in full and on motion by James, seconded by

Hunter, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 12-13-77.

Charles W. Witterman  
CITY CLERK

Read the third time in full and on motion by Solaris, seconded by Hunter, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>6</u>	_____	_____	<u>3</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	_____	_____	_____	<u>X</u>	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT, V.</u>	_____	_____	_____	<u>X</u>	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 12-27-77

Charles W. Witterman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~) ORDINANCE  
(~~RESOLUTION~~) No. 8-289-77 on the 27th day of December, 1977.  
ATTEST: (SEAL)

Charles W. Witterman  
CITY CLERK

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of December, 1977 at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Witterman  
CITY CLERK

Approved and signed by me this 28th day of December, 1977, at the hour of 3:30 o'clock \_\_\_\_\_ M., E.S.T.

Robert E. Armstrong  
MAYOR

Bill No. S-77-12-17

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance

approving a contract with Continental Construction Company, Inc.

for Improvement Resolution No. 5775-77 - East Central Impact Area, Phase II

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

*Wm. Te*

*Therese J. Schmidt*  
*Paul M. Burns*

*Samuel J. Talarico*

12-22-77 CONCURRED IN  
DATE \_\_\_\_\_ CHARLES W. WESTERMAN, CITY CLERK

Concrete Removal -	Four dollars and five cents per square yard	\$4.05
Curb Removal	Two dollars and no cents per lineal foot	2.00
Curb, Integral Concrete, Type III	Five dollars and no cents per lineal foot	5.00
Curb, Integral Concrete, 24" Wide x 6" Deep	Five dollars and no cents per lineal foot	5.00
Concrete Curbface Walk, 7' Wide	One dollar and fifty-five cents per square foot	1.55
Concrete Walk (depth 4")	One dollar and thirty-five cents per square foot	1.35
Wingwalk w/Ramps	One dollar and sixty-five cents per square foot	1.65
Concrete Step	Twenty-five dollars and no cents per riser	25.00
Cement Concrete Pavement for Private Drive (6" depth)	Sixteen dollars and no cents per square yard	16.00
Remove Iron Support Pole & Base	One hundred dollars and no cents per each	100.00
Tree Removal $\geq 12"$ $\leq 18"$	One hundred seventy dollars and no cents per each	170.00
Tree Removal $> 18"$ $< 30"$	Two hundred sixty-five dollars	265.00

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5775-1977 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before July 31, 1978 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19    until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

CONTINENTAL CONSTRUCTION COMPANY, INC.

BY: W. J. O'Neal

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY.

James G. B. [Signature]  
CITY ATTORNEY

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

# Improvement Resolution

## SIDEWALK AND CURB FOR STREET IMPROVEMENT

No. 5775 - 1977

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,  
That it is deemed necessary to improve the curb and sidewalk on Summit Street from east  
property line Cedar St. to the east property line of Division St. (both sides), Division  
Street from the north property line of Lewis St. to the north property line of Oak St.  
(both sides), and Harmar St. from the north property line of Lewis St. to the south  
property line of Madison St. (both sides).  
The above areas shall be known as East Central Impact Area, Phase II.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of  
Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder  
will be to the general public of the City of Fort Wayne and that no special benefits  
will accrue to any property owner adjoining said improvement or otherwise assessable  
under said improvement. The cost of said improvement shall be paid 100% by the City  
of Fort Wayne.

Adopted, this \_\_\_\_\_ day of \_\_\_\_\_

BOARD OF PUBLIC WORKS:

{ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# GUARANTY BOND

Know All Men by These Presents, That we \_\_\_\_\_

-----CONTINENTAL CONSTRUCTION CO., INC.-----Contractors

as principal, and \_\_\_\_\_

-----AMERICAN STATES INSURANCE COMPANY -----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED AND

FIFTEEN THOUSAND ONE HUNDRED TWENTY-ONE DOLLARS AND NO CENTS-----

----- (\$ 115,121.90)  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said \_\_\_\_\_

-----CONTINENTAL CONSTRUCTION COMPANY, INC.-----

did on the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, enter into a contract with the City of Fort Wayne to construct a  
\_\_\_\_\_ Pavement

on Res. #5775-1977: To improve the ~~SECTION~~ curb and sidewalk on Summit Street from east property line Cedar St. to the east property line of Division St. (both sides), Division Street from the north property line of Lewis St. to the north property line of Oak Street (both sides), and Harmar St. from the north property line of Lewis St. to the south property line of Madison St. (both sides).

The above area shall be known as East Central Impact Area, Phase II. -----

-----according to certain plans and specifications, and  
for a period of three years  
also warranting and guaranteeing the work/ material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said -----

-----CONTINENTAL CONSTRUCTION CO., INC.----- shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_

AMERICAN STATES INSURANCE COMPANY

Edward M. Brown  
EDWARD M. BROWN ATTORNEY-IN-FACT

CONTINENTAL CONSTRUCTION CO., INC. (SEAL)

BY: W. J. O'Neal (SEAL)

ITS: President (SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_

Board of Public Works.



# LIABILITY BOND

Know All Men by These Presents, That we-----

-----CONTINENTAL CONSTRUCTION CO., INC.-----

as principal, and-----

-----AMERICAN STATES INSURANCE COMPANY-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED

AND FIFTEEN THOUSAND ONE HUNDRED TWENTY-ONE DOLLARS AND NO CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$115,121.09)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this----- day of-----

AMERICAN STATES INSURANCE COMPANY

*Edward M. Brown*  
EDWARD M. BROWN ATTORNEY-IN-FACT

CONTINENTAL CONSTRUCTION CO., INC. (SEAL)

BY: *T. G. Neal* (SEAL)

ITS: *President* (SEAL)

(SEAL)

Approved this----- day of-----

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT  
November 7, 1977

# American States Insurance Company

## INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint \_\_\_\_\_

----- PAUL A. LOHSE, EDWARD M. BROWN, THEODORE KORTZ AND HAYES L. POMTER -----

(Jointly or Severally)

of Fort Wayne and State of Indiana  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise."

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 1st day of March

A. D. 1971

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans  
Second Vice-President

ATTEST: Agnes P. Brown  
Assistant Secretary

STATE OF INDIANA }  
COUNTY OF MARION } SS:

On this 1st day of March, A. D. 19 71, before me personally came

William M. Evans

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Agnes P. Brown and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

April 20, 1974  
My Commission Expires

Florence Bauer  
Notary Public

STATE OF INDIANA }  
COUNTY OF MARION } SS:

I, Stanley L. Riegel, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this \_\_\_\_\_

day of \_\_\_\_\_, A. D., 19\_\_\_\_

(SEAL)

Form 9-1459 (12-72)

Stanley L. Riegel  
Assistant Secretary

IN RE:

## WAGE SCALE

CODE: S-SKILLED  
 SS-SEMI SKILLED  
 US-UNSKILLED  
 IF-INDUSTRIAL FUND  
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, **ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER AND DECEMBER, 1977.** in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935. have established a schedule as hereinafter set forth for the following trades to wit;

## TRADES OR OCCUPATION

	CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.30	50¢	75¢			3if
BOILERMAKER	S	11.70	80	1.00		3¢	
BRICKLAYER	S	10.34	45	50		1	4if
CARPENTER (BUILDING) (HIGHWAY)	S	9.85		6¢		7	2if
	S	10.08	45	35		5	2if
CEMENT MASON	S	9.35	75	40		1	
ELECTRICIAN	S	11.30	40	1¢+30		6	
ELEVATOR CONSTRUCTOR	S	10.18	49½	32	8¢	2	
GLAZIER	S	9.53	12		40	4	25¢Holidays
IRON WORKER	S	10.75	75	85		1	2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	7.25-7.55	60	45		9	
	S-US-SS	7.15-8.00	60	45		9	
LATHER	S-US-SS	7.15-7.95	60	45		8	
	S	8.20		25		1	2if
MILLWRIGHT & PILEDRIVER	S	10.18		6¢		7	2if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	7.90-11.00	40	55		8	
	S-SS-US	7.96-10.30	40	40		8	
	S-SS-US	8.00-10.30	40	40		5	
PAINTER	S	8.60-9.60	42	45		10	6¢misc.
PLASTERER	S	9.27	60	40			
PLUMBER & STEAMFITTER	S	11.35	45	75		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.10-9.45					
ROOFER	S	9.45		10			
SHEETMETAL WORKER	S	10.54	40	35		4	13if
TEAMSTER (BUILDING) (HIGHWAY)	S-SS						
	US	8.68-9.63	23.00pw	28.00pw			
	S-SS-US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 26 DAY OF Sept. 1977

*Wayne T. Kepley*  
 REPRESENTING GOVERNOR, STATE OF INDIAN.

*Henry P. W. Schenck*  
 REPRESENTING THE AWARDED AGENT.

*Frederic M. Fie*  
 REPRESENTING STATE A.F.L. & C.I.O.

## EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3903

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR IMPROV. RESOL. NO. 5775-77 EAST CENTRAL  
IMPACT AREA, PHASE II

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

2-77-12-17.

SYNOPSIS OF ORDINANCE CONTRACT FOR IMPROVEMENT RESOLUTION NO. 5775-77 EAST CENTRAL IMPACT AREA,

PHASE II SIDEWALK, CONTINENTAL CONSTRUCTION COMPANY, INC., CONTRACTOR, IN THE AMOUNT OF

\$115,121.00

(COPY OF CONTRACT ATTACHED)

EFFECT OF PASSAGE CURB AND SIDEWALK INSTALLATION IN THE EAST CENTRAL IMPACT AREA, PH. II

EFFECT OF NON-PASSAGE INABILITY TO PROCEED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$115,121.00 FROM C D & P

ASSIGNED TO COMMITTEE \_\_\_\_\_

EP

*Barker Works.*